

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

CHIMIKA WALKER, AS PARENT AND )  
NEXT OF FRIEND OF Z.R., A MINOR )

Plaintiffs, )

v. )

Board of Education of the City of Chicago, )  
Legal Prep Charter Academics and Jamel M. )  
Helaire-Jones )

Defendants. )

Board of Education of the City of Chicago, )

Cross-Claimant, )

v. )

Legal Charter Prep. )

Cross-Defendant. )

Case No. 1:19-cv-4115

The Honorable Joan Humphrey Lefkow

Magistrate Judge Sheila Finnegan

**DEFENDANT BOARD OF EDUCATION OF THE CITY OF CHICAGO'S  
CROSSCLAIM AGAINST LEGAL PREP CHARTER ACADEMICS**

NOW COMES Defendant, Board of Education of the City of Chicago (“Board”), through its attorney, Joseph Moriarty, General Counsel for the Board of Education, and pursuant to Federal Rule of Civil Procedure 13 (“Rule”), files these crossclaims against Defendant, Legal Prep Charter Academics. In support thereof, the Board states the following:

**Parties**

1. At all relevant times, Defendant Helaire-Jones was an employee of Legal Prep Charter Academics (“Legal Prep”) and worked as a basketball coach at Legal Prep in the City of Chicago, County of Cook, State of Illinois.
2. At all relevant times, Defendant Helaire-Jones was not an employee of the Board’s.
3. Defendant Legal Prep is a not-for-profit corporation under the laws of the State of Illinois.

4. Defendant Board is responsible for the governance, organizational, and financial oversight of Chicago Public Schools, which is School District 299 in City of Chicago, Cook County, State of Illinois.

#### **Jurisdiction & Venue**

5. This Complaint consists of two cross-claims to a case brought under Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681.
6. This Court has jurisdiction under 28 U.S.C. §1367. Venue is proper under 28 U.S.C. §1391(b).

#### **COUNT I—LEGAL PREP – Indemnification**

7. Count I incorporates the foregoing paragraphs as if fully restated herein.
8. On July 1, 2017, the Board, for a valuable consideration entered into a Contract with Cross Defendant, Legal Prep Charter Academics (“Legal Prep”), which was in effect at all relevant times. [Contract attached as Exhibit A].
9. The Contract requires Legal Prep to “indemnify, defend and hold harmless the Board, its members, officers, employees, agents, affiliates and representatives, past and present, (collectively, the “Board Indemnitees”), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connections with (i) the possession, occupancy or use of the property of the Charter School by its faculty, students, patrons, employees, guests or agents, (ii) any negligent, willful or wrongful act or omission to act by the Charter School, its faculty, students, patrons, employees, guests or agents, (iii) a violation of any law, statute, code, ordinance or regulation by the Charter School, its faculty, students, patrons, employees, subcontractors, guests or agents, and/or (iv) any breach,

default, violation or nonperformance by the Charter School of any term, covenant, condition, duty or obligation provided in this Agreement including, but not limited to, the Accountability Plan.” [Ex. A, p. 33 of 65, § 14].

10. At all relevant times, Helaire-Jones was the duly authorized agent and employee of Legal Prep and not the Board’s.
11. On June 20, 2019, Plaintiff, C.W., as parent and next of friend of Z.R., filed this lawsuit against the Board and Legal Prep. It is alleged between August 2017 and November 2018, Defendant Helaire-Jones sexually abused student Z.R., and that the conduct occurred on the property of Legal Prep. The Plaintiff further alleges that Cross-Defendant, Legal Prep, failed to adequately supervise or control Defendant Helaire-Jones, such that it breached a duty owed to Plaintiff. The Plaintiff also alleges that the Board systematically failed to conduct background checks, alleging that the Board’s failure to conduct an adequate background check resulted in Defendant Helaire-Jones being hired by Legal Prep.
12. Contrary to these allegations, the Board recommended that Defendant Helaire-Jones not be hired by Legal Prep as he had not finished his background check. Despite this recommendation, Legal Prep hired Helaire-Jones.
13. The lawsuit filed by Plaintiff, C.W., as parent and next of friend of Z.R. alleges causes of action that arose out of the acts or omissions of Legal Prep and its Staff, not the Board’s. As such, Legal Prep must indemnify the Board pursuant to Section 14 of the Contract.

WHEREFORE Defendant, the Board of Education of the City of Chicago, requests that Legal Prep indemnify the Board for any costs, fees, and/or damages of any kind incurred by it, or awarded, as a result of Plaintiff’s Claim. The Board prays for such further and other relief as this Court Deems proper and just.

## **COUNT II – LEGAL PREP – BREACH OF CONTRACT**

14. Count II incorporates the foregoing paragraphs as if fully restated herein.
15. At all relevant times, Defendant Helaire-Jones was an employee of Legal Prep Charter Academics (“Legal Prep”) and worked as a basketball coach at Legal Prep in the City of Chicago, County of Cook, State of Illinois.
16. At all relevant time, Defendant Helaire-Jones was not an employee of the Board’s.
17. On July 1, 2017, the Board, for a valuable consideration entered into a Contract with Legal Prep Charter Academics (“Legal Prep”), which was in effect at all relevant times. *See* Exhibit A.
18. The Contract requires Legal Prep “indemnify, defend and hold harmless the Board, its members, officers, employees, agents, affiliates and representatives, past and present, (collectively, the “Board Indemnitees”), from and against any and all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, arising out of all claims, liens, demands, suits, liabilities, injuries (personal or bodily), of every kind, nature and character arising or resulting from or occasioned by or in connections with (i) the possession, occupancy or use of the property of the Charter School by its faculty, students, patrons, employees, guests or agents, (ii) any negligent, willful or wrongful act or omission to act by the Charter School, its faculty, students, patrons, employees, guests or agents, (iii) a violation of any law, statute, code, ordinance or regulation by the Charter School, its faculty, students, patrons, employees, subcontractors, guests or agents, and/or (iv) any breach, default, violation or nonperformance by the Charter School of any term, covenant, condition, duty or obligation provided in this Agreement including, but not limited to, the Accountability Plan.” [Ex. A, p. 33 of 65, § 14].
19. At all relevant times, the Board performed its obligations to Legal Prep under the Contract.
20. On June 20, 2019, Plaintiff, C.W., as parent and next of friend of Z.R., filed this lawsuit

against the Board, Legal Prep and Helaire-Jones. It is alleged between August 2017 and November 2018, Defendant Helaire-Jones sexually abused student Z.R., and it is alleged the conduct occurred on the property of Legal Prep. The Plaintiff further alleges that Cross-Defendant, Legal Prep, failed to adequately supervise or control Defendant Helaire-Jones, such that it breached a duty owed to Plaintiff. The Plaintiff also alleges that the Board systematically failed to conduct background checks, alleging that the Board's failure to conduct an adequate background check resulted in Defendant Helaire-Jones being hired by Legal Prep.

21. Contrary to these allegations, the Board recommended that Defendant Helaire-Jones not be hired by Legal Prep as he had not finished his background check. Despite this recommendation, Legal Prep hired Helaire-Jones.
22. At all relevant times, Defendant Helaire-Jones was the duly authorized agent and employee of Legal Prep.
23. The lawsuit filed by Plaintiff, C.W., as parent and next of friend of Z.R. alleges causes of action that arose out of the acts or omissions of Legal Prep and its Staff, not the Board's. As such, Legal Prep must defend and indemnify the Board.
24. Pursuant to the Contract, on September 5, 2019, the Board tendered the defense of Plaintiff's claim against the Board to Legal Prep. The Board's tender also requested that Legal Prep indemnify the Board for Plaintiff's claim. *See* Exhibit B.
25. To date, Legal Prep has refused to accept the Board's tender of defense and indemnify.
26. As a result, the Board has accrued and continues to accrue costs and fees associated with defending this lawsuit.
27. Legal Prep has breached the Contract by failing to indemnify and defend the Board as requested in its September 5, 2019, tender letter.

WHEREFORE Defendant, the Board of Education of the City of Chicago, requests that it be awarded all costs, fees, and damages of any kind incurred by it as a result of Plaintiff's Claim. The Board prays for such further and other relief as this Court Deems proper and just.

Dated: October 18, 2019

Respectfully Submitted,

**DEFENDANT BOARD OF EDUCATION OF  
THE CITY OF CHICAGO**

JOSEPH MORIARTY, General Counsel

By: Kathryn Kohls  
Kathryn Kohls, Attorney No. 6306355

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**CERTIFICATE OF SERVICE**

I, Kathryn Kohls, an attorney of record, hereby state that on September 18, 2019, I electronically filed the above **Defendant Board's Counter-Claim** using the Court's CM/ECF Filing System, which will send electronic notice to all counsel of record.

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